## Instructions for completing the Agreement For Participation In NLM LitArch, The NLM Literature Archive

**A.** In the first paragraph of the agreement, fill in the name of the organization that, as the copyright holder or copyright holder’s legal representative, is entering into this agreement with NLM.

**B.** In paragraph #16, list the Document(s) and/or Collection(s) that you are including in NLM LitArch. For each, specify:

* The earliest publication date of the content that you will deposit in NLM LitArch, when applicable.
* Whether you permit NLM to make the PDF version of a Document available.
* Whether your deposits will include Open Access (OA) Documents as defined in paragraph #15. *Note that OA Documents are not simply Documents that are free at time of publication. They are Documents with a Creative Commons or similar license, which allows users to redistribute them without permission. They will be made available for automated downloading from the NLM LitArch OA subset.*

**C.** In the box below, enter the name, email, and postal address of the person to whom NLM can return a copy of the agreement after it has been signed by NLM. Use the checkbox to indicate if you wish to receive a copy by mail rather than email.

Name:

Email:

Postal address:

[ ]  Return a paper copy by mail to the postal address above.

**D.** Return a signed copy of the agreement to: bookshelf@ncbi.nlm.nih.gov.

If you prefer paper copies, return two signed originals to:

NLM LitArch

National Center for Biotechnology Information

National Library of Medicine

Building 45, Room 5AN38, MSC 6511

Bethesda, Maryland 20892-6511

USA

# Agreement For Participation In NLM LitArch, The NLM Literature Archive

Agreed, by and between the National Library of Medicine, National Institutes of Health (NIH), U.S. Department of Health and Human Services (hereinafter referred to as "NLM") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "Participant").

WHEREAS, the NLM was established by statute in order to assist the advancement of medical and related sciences, and to aid the dissemination and exchange of scientific and other information important to the progress of medicine and to the public health, and, in carrying out this purpose, is authorized by statute to publish and make available its indexes and bibliographical listings, and to engage in other activities in furtherance of NLM's purpose (sections 465 and 466 of the Public Health Service Act, as amended (42 U.S.C. 286, 286a)); and

WHEREAS, Participant is willing to furnish electronically readable versions of full-text Documents, at no expense to NLM, in order to incorporate this information into a publicly available NIH digital archive, managed by NLM and known as NLM LitArch (NLM Literature Archive); and

WHEREAS, NLM wishes to provide electronic copies of the Participant’s content (the “Content,” as defined in paragraph 4) from the NLM LitArch archive to a limited number of international archives selected by NLM (the “PMC International archives” or “PMCI archives”) in order to increase access to the Content and better ensure its preservation; and

WHEREAS, each PMCI archive is required, by separate agreement with NLM, to provide a free PMCI online service that is similar to the NLM Access Services (as defined in paragraph 1); and each PMCI archive is sponsored and managed by an NLM-designated national or international agency, or other not-for-profit organization (at an equivalent national or international level) formed by non-commercial entities such as universities, research institutions, funding agencies, or professional societies; and wherever this Agreement refers to NLM Access Services, it is understood that the same terms, conditions and rights will apply equally to the PMCI archives to which the Participant is allowing NLM to redistribute the Content, as specified in paragraph 17;

NOW THEREFORE, it is mutually agreed as follows:

1. Definitions: The definitions below apply to the use of these terms in this Agreement and any addendum or attachment to it.
* Document: A scientific reference text, monograph, article or report, including articles published in scientific journals and reports and guidelines published by an academic or governmental institution or a professional society.
* Collection: A set of Documents on a particular subject. The specific Documents and/or Collections covered by this Agreement are identified by name in paragraph 16. If, at any time during the term of this Agreement, Participant adds new Documents to a Collection named in paragraph 16, the new Documents will also be included in NLM LitArch under the terms of this Agreement.
* NLM Access Services: one or more Web-based or other online services through which NLM may provide its users with access to the material in the NLM LitArch archive. Currently, these services include, but are not limited to: Bookshelf, PubMed Central (PMC), PubMed Health and PubMed.

In order to be accepted into NLM LitArch, a Document / Collection must satisfy NLM’s scientific and technical quality standards, as defined in the NLM LitArch Collection Policy.

If, at any time, the Participant decides that the conclusions, guidelines, or recommendations presented in a Document are no longer valid or effective (e.g., if the Participant withdraws a guideline or recommendation from its own Collection), the Participant will notify NLM immediately about the change in status of the Document. NLM will then inform its users of the revised status when they request the Document.

For the purpose of this Agreement, a Document’s Content includes the following electronic files, and the Participant agrees to deliver to NLM all of this Content and, in doing so, to meet all of NLM’s technical requirements for the respective file types:

1. Full text of the Document in XML format, using a mutually agreed upon DTD.
2. Figures, images, audio-visual material, and other non-text elements of the article.
3. A PDF version of the Document, if it exists.
4. Any supplementary material, including, but not limited to, video, audio, datasets, or software files that accompany the Document.

If, at any time during the term of this Agreement, Participant revises or updates the Content of a Document (e.g., on the Participant’s own site), Participant will supply the revised Content to NLM LitArch before or soon after the time of publication; NLM recommends within 4 weeks after publication.

XML-formatted Content that is provided to the NLM LitArch archive will be retagged, if necessary, by NLM to conform to the standard XML format used in the archive. The Content will be made available to NLM LitArch users in standard electronic presentation styles, e.g., HTML and PDF. NLM will update the NLM Access services presentation styles as appropriate and necessary to keep pace with advances in technology. NLM also will use the XML to support full-text searching of the Content and linking of Documents to related NLM resources including, but not limited to, other literature databases or gene sequence and similar databases.

NLM will:

* Provide users with free access to the Content in NLM LitArch, without any requirement for users to register or otherwise identify themselves.
* Clearly indicate to users of NLM Access Services the identity of the source of each submitted Document and that copyright in each Document belongs to Participant or its licensors.
* Give Participant the option to include a link from the general copyright notice on the NLM Access Services web site(s) to a page on the Participant’s web site that lists specific terms and conditions that apply to the use of the Content.
* Give Participant the option to provide links, as appropriate, from pages on the NLM site that display the Participant’s Document(s) to other sites, specified by the Participant. The number and types of links that are possible will be subject to the design guidelines in effect for the NLM site at any time. Generally, NLM will provide no more than three such links per page.
* Archive the Content and provide that the Content will remain accessible in the future to the Participant and other users of NLM Access services, whether or not this Agreement is still in effect.
* Comply with any request of Participant for a copy of the Content (files) deposited by Participant, whether or not this Agreement is still in effect.

Notwithstanding any restrictions on providing public access to the Content that are specified elsewhere in this Agreement, NLM staff and its contractors who support NLM LitArch will have free and unrestricted access to the Content from the time of deposit so that they can ensure the integrity and accuracy of the deposited files and do any other processing needed to add the Content to NLM LitArch.

NLM will provide the Participant regular usage reports for all its Content in NLM LitArch, subject to U.S. Government and PMCI archive policies regarding confidentiality and privacy. At a minimum, the reports will be updated once a month and will show, by month, the number of unique IP addresses that have accessed the Participant’s Content and the total retrieval of this Content, broken down by presentation format (e.g., full-text HTML view, PDF, etc.). Usage will be reported separately for the NLM site and for each PMCI site. However, NLM’s privacy policy does not allow the identification of use made by specific individuals, organizations or IP addresses. Therefore, the usage reports will not include such data.

1. Except for Documents that are included in the Open Access subset, as defined in paragraph 15:
* NLM will not give users or other organizations direct access to the XML and related files that are used to create online views of Documents and support background processes such as searching.
* NLM will take reasonable measures to prevent bulk downloading of the Participant’s files. These measures will include, but need not be limited to, automated processes to monitor use on the NLM Access Services web sites and to block access to the site by any IP address that exceeds certain thresholds of activity in specific time spans. It is understood that the nature of these controls may change as technology evolves.

The Participant may, at any time, request NLM to prevent access to an item in the Participant’s Content that the Participant reasonably believes to be illegal or an infringement of any person’s rights. In order to maintain the historical record, in keeping with international library guidelines, including those published jointly by the International Federation of Library Associations and Institutions (IFLA) and the International Publishers’ Association (IPA), NLM will retain the subject item in its internal NLM LitArch archive, but prevent access to it via NLM Access Services. NLM Access Services users will be able to see a citation (title, authors, journal source data) for the subject item. In lieu of the full content of the item, a user will see a notice indicating that, for legal reasons, the publisher has withdrawn permission to display the item publicly, and that a copy of the item may be available from the journal publisher or from NLM, upon request, under certain conditions.

NLM’s use of the Content does not imply an endorsement by NLM of the Participant or the Content. NLM makes no representation or implied warranty of merchantability or fitness for a particular purpose with respect to the NLM database and NLM specifically disclaims any such warranties and representations.

NLM’s rights to use the Content under this Agreement are nonexclusive. NLM acknowledges that it does not assert any copyright over the Content submitted and that copyright resides with the Participant and/or the authors of the respective Document, whichever is applicable. NLM will provide notice to NLM Access Services users that Content in the database may be from copyrighted sources and that users of the database are solely responsible for compliance with copyright restrictions. Documents deposited in the NLM LitArch archive are without warranty from Participant of any kind, either expressed or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement. In no event shall Participant be liable for any loss or damage arising out of, or in connection with, the use or performance of this information.

NLM represents that the NLM LitArch and NLM Access Services software developed by NLM was prepared with a reasonable standard of care. NLM makes no representations or warranties, expressed or implied, regarding the accuracy of the software or that the software is error-free.

For the purpose of this Agreement, an Open Access Document (“OA Document”) is one that is published with a Creative Commons license or a similar license that allows any user to redistribute the Document without requesting permission from the copyright holder; in addition, this license may allow or prohibit the creation and distribution of derivative works or modified versions of the Document, and/or may limit reuse and redistribution to non-commercial purposes only. The following additional conditions apply to all OA Documents in NLM LitArch:

* Participant will clearly indicate the applicable license in both the XML and PDF versions of each OA Document. The license data in the XML must conform to NLM LitArch’s guidelines for recording the terms of a license.
* NLM will not delay (embargo) the release of a Document to the public when it has an OA status.
* NLM will include the Content (full-text XML and other files) for all OA Documents in the NLM LitArch Open Access subset (“OA subset”).
* Content for Documents in the OA subset will be freely available to users for downloading via the NLM LitArch OAI (Open Archives Initiative) service, the NLM LitArch FTP service, and similar services that allow automated downloading of the Content. The usage reports described in paragraph 9 will not reflect the automated downloads of Document files through these services, but they will include the retrieval of OA Documents via NLM LitArch’s standard means of access.
* Reuse or redistribution by users of Content that is in the OA subset will be subject only to proper attribution of the original source and authorship, and to the license included in a particular Document.

Participant agrees to include the following Documents and/or Collection(s) in the NLM LitArch archive, subject to the specified conditions on access to Content:
[*Use the table below to specify the titles and the conditions for each title*.]

| Title | Earliest Date to be Deposited † | Display PDF ‡*(”yes” or “no””)* | Deposits Include Open Access Documents# *(“yes” or “no”)* |
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| **†** Indicate the earliest publication date (month and year) for which Participant will provide Content, as defined in paragraph 4. Indicate “N/A” if not applicable to the type of Documents / Collections being included, e.g., if Agreement is for an individual Book or Document, not a series.**‡** Indicate whether Participant permits NLM to make the Participant-supplied PDF version of a Document available to users of the NLM Access Services, when such PDF exists in the NLM LitArch archive.**#** Indicate whether any of the Documents are Open Access (OA), as defined in paragraph 15. |

Participant agrees to allow NLM to redistribute the Participant’s Content to the following PMCI archive:

1. The Europe PMC (formerly UKPMC) archive, based in the UK and sponsored by the Europe PMC Funders Group.

In addition, NLM may provide a copy of all Content that is included in the NLM LitArch Open Access subset (as described in paragraph 15) to any current or future PMCI archive.

NLM will be responsible for the transmission of Participant’s files from NLM LitArch to a PMCI archive. Participant will not be charged by NLM for any cost related to the distribution of any files from NLM LitArch to a PMCI archive or any cost related to the creation and operation of a PMCI archive.

NLM will ensure that a PMCI archive follows standards equivalent to those of NLM Access Services for the presentation of Document Content to users. The PMCI archive will be required to use NLM’s portable PMC (pPMC) software to manage the Content and display it online for users. pPMC software is derived from the software used to operate the U.S. PMC and LitArch systems at NLM.

NLM has a distribution agreement with each PMCI archive governing the terms and conditions under which NLM will provide Content from the NLM LitArch archive to the PMCI archive. In particular:

* The PMCI archive must comply with all relevant terms and conditions of the current Agreement between NLM and the Participant. The PMCI archive will be subject to all limitations on the use of the Participant’s Content and to all other terms and conditions related to identification of the source and the copyright of the Participant’s Content as defined in this Agreement.
* Except for Documents that are included in the Open Access subset, as defined in paragraph 15, the PMCI archive will not redistribute any of the Participant’s files that it receives from NLM.
* If the PMCI archive consistently fails to meet NLM’s standards for the quality of the archive, NLM will terminate the agreement with the PMCI archive.
* If the PMCI archive ceases to exist or if either NLM or the PMCI archive terminates the agreement, the agreement states that the PMCI archive will promptly cease providing access to the Content and, within 10 days of termination, will certify to NLM that it has deleted or destroyed all copies of the Content that it received from NLM.
* The agreement with the PMCI archive specifies that US law governs all terms pertaining to the use and distribution of Participant’s files.

This Agreement, once completed, will be effective indefinitely unless terminated. Either party may terminate this Agreement at any time, for any reason, with written notice to the other party, without liability to the other party. If any terms in this Agreement are to be changed, both parties agree to provide the other with written notice of the changes before they are to take effect. Either party may terminate the Agreement if such changes are not acceptable. If NLM finds that Document / Collection no longer meets NLM’s scientific or technical quality standards, as referenced in paragraph 2, NLM may terminate this Agreement for that Document / Collection, without affecting other Documents / Collections that may be included in the Agreement.

Participant will notify NLM immediately in writing, in the event of a transfer of control or ownership of a Document / Collection to a different party, and such transfer will be considered to be a termination of this Agreement by Participant for that Document / Collection, without affecting other Documents / Collections that may be included in the Agreement.

In the event of termination of this Agreement, Participant agrees that NLM may retain in NLM LitArch all Content submitted to NLM LitArch prior to the date of termination. NLM’s right to provide NLM Access Services users with access to the Content retained in NLM LitArch after the date of termination will be governed by the terms of paragraphs 7, 11, 15 and 16.

Participant represents and warrants that it has the necessary rights and authorizations, including copyright rights, to enter into this NLM LitArch Agreement.

This Agreement is governed by the Federal laws of the United States, as interpreted by the U.S. courts in the District of Columbia.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective upon the date of the latest signature below:

## NATIONAL LIBRARY OF MEDICINE

Signature Date

Joyce Backus

Name

Associate Director for Library Operations

Title

## PARTICIPANT

Signature Date

Name

Title